



# TERMS AND CONDITIONS OF SALE GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE WWW.GL-EVENTS-STANDS.COM

Applicable with effect from 11/02/2016

## NOTE

1. The products and services shown in the website [www.gl-events-stands.com](http://www.gl-events-stands.com) are offered for sale by companies in the GL events group. They meet the appropriate French standards.

The sale of these products and services are governed:

(i) in Metropolitan France, by THESE TERMS & CONDITIONS, with the exception of products and services in the following categories:

- CONFERENCE AND EXHIBITION AREAS,
- ENGINEERING ...
- ADVERTISING,
- COMPUTERISED DATABASE MANAGEMENT,
- COMPUTERISED MANAGEMENT OF EVENTS....

which are subject to other general conditions for which it is better to contact our sales department.

(ii) outside Metropolitan France, on a country by country basis, through individual rules for which it is better to contact the sales department in the appropriate country.

## GENERAL TERMS AND CONDITIONS

### ARTICLE 1 – ADHERING TO THESE TERMS AND CONDITIONS - DEFINITIONS

For the CLIENT, the fact of placing an order with the SERVICE SUPPLIER implies adhering in full and with no reservations to these TERMS AND CONDITIONS which apply between the parties exclusively in all their commercial relations, and take the place of any other document or prior written or oral agreement, as well as the CLIENT's terms and conditions of purchase or hire, in all their terms.

CLIENT: Legal entity that has entered into an agreement with the SERVICE SUPPLIER to take advantage of the service and/or legal entity requesting a quote.... on the WEBSITES.

SERVICE SUPPLIER: Legal entity providing the service for the CLIENT.

QUOTATION: offer made by the SERVICE SUPPLIER to the CLIENT including a description and a charge on a case-by-case basis, subject to availability of the equipment on confirmation of the order.

EVENT: any event or operation taking place in France.

PRIVATE AND CORPORATE EVENTS: French events other than PUBLIC EVENTS taking place in France.

PUBLIC EVENTS: shows, fairs, congresses and exhibitions taking place in France (see Expo News "Le Guide" - Edition France).

EXHIBITIONS: exhibitions as listed exclusively on the WEBSITES at the date of the order.

WEBSITE: [www.gl-events-stands.com](http://www.gl-events-stands.com)

THESE TERMS & CONDITIONS: comprise the SERVICE SUPPLIER's General Terms and Conditions and Specific Terms and Conditions of rental/sale, applicable to the sole families of products/services (including any related product/service) delivered, listed below:

PERMANENT LAYOUT: Museography, Reception halls, Restaurants, Boutiques and Showrooms, Layout systems;

TEMPORARY LAYOUT – RECEPTION AREAS: Reception, Forums, VIP areas, Entrances, Press areas, Accessories;

TEMPORARY LAYOUT – GENERAL INSTALLATION: Open-ended melamine-coated partitioning, Wooden partitioning to be covered, Long-range, melamine-coated partitioning, Multi-laminar wooden partitioning, Middle partitioning, Tailor-made partitioning, Soundproofed partitioning, Associated overhead structures;

AUDIOVISUAL AIDS: Multiscreen shows, Any power video projectors, , Overhead projection units, Plasma screens, Monitors, Projection screens, Sources, Projection of slides and transparencies, Interfaces, Captation, Furniture, Accessories, Encoding - duplication;

HEATING – AIR CONDITIONING: Technical solutions, Electric oil heating, Portable and fixed air conditioning units, Heating cabinet, Roof top;

FLOWER DECORATIONS: Arrangements, Green plants, Hedges – Structured plants, Plants – Trees, Containers, Pottery, Bouquets, Garden scenes, Ponds, Fountains, Accessories, Floor coverings, Green spaces;

ELECTRICAL SUPPLY: Cabinets, control panels and cabinets, electrical cabling & wiring;

LIGHTING: Decorative lamps, Projectors, Wall lights, Spotlight bars, Spotlights, Flush-fitting spotlights, Emergency – Safety lighting, Wiring distribution, Cables, Bulbs, three-dimensional structures;

STAGE LIGHTING: Consoles, Dimmers, Projectors, Projector stands, PAR, Spotlights, Logistics, Stage lights, Bridge head base;

TERRACES - STANDS: Terraces, Stands, Stage podiums;

STEWARDS – HOSTESSES: stewards, hostesses, uniforms;

COMPUTER EQUIPMENT: Computers, Monitors, LCD/CRT screens, Central processing units, Peripherals;

SIMULTANEOUS INTERPRETING: Consoles, Transmitters, Control rooms, Microphones, Receivers, Interfaces, Booths;

FURNITURE: Chairs, Armchairs, Stools, Poufs, Comfy chairs, Sofas, Tables, Coffee tables, Desks, Storage cupboards, Shelves, Reception, Showcases, Ensembles, Antiques, Bistro, Garden, Accessories, Outdoor furniture;

TAILOR-MADE FURNITURE: Showcases, Presentation aids, Information aids, Multimedia aids, Entrances, Counters – Reception, Decors;

POS ADVERTISING: totems, flash advertising, kakemonos, counter signalling;

SIGNAGE AND GRAPHICS: Graphic volumes, façade, directing, information, eclipsing, self-supporting media;

SOUND SYSTEM: Speakers, Amplifiers, Consoles, Tape recorders, multitrack units;

STANDS: Modular, modulo-trad, traditional, foldaway, portable, adjustable, tradimodular;

STRUCTURES: Gardens - Cottages, Structures, Structure cladding, 4 Seasons Village, Shelters – Pathways, Industrial buildings, multi-form structures, equipment and accessories, Tarpaulins;

LAYOUT AND DECORATION SYSTEMS: Sections: equipment, furniture, accessories, arrangement, decorative sheets, systems.

## **ARTICLE 2 - ORDER**

### **2.1. ORDER PLACING**

Any order by the CLIENT shall be placed in writing and within the deadlines referred to in paragraph 2.2.2. of these terms and conditions, either by signing an order form or by accepting a QUOTATION. The same will apply for any request to change an order and/or additional order made within the aforementioned deadlines.

Only written confirmation of the order by the SERVICE SUPPLIER shall commit it.

### **2.2. – ORDER LEAD TIMES**

#### **2.2.1. General principle**

With reservations made for any orders placed on the spot (site where the EVENT is taking place) and barring the SERVICE SUPPLIER's specific agreements, the order will not be examined when it has not been sent within the set time limits. The same will apply when the SERVICE SUPPLIER's stocks are no longer available or when the minimum amounts required by the price terms are not reached.

In the event of force majeure and/or because of requirements due to stock availability, to order lead times and as a general rule to the conditions of carrying out its business, the SERVICE SUPPLIER expressly reserves the right to supply in lieu and in place of the equipment ordered, any similar equipment that can ensure identical use.

### **2.2.2. - Applications**

#### **2.2.2.1. PERMANENT LAYOUT, COMPUTER EQUIPMENT;**

The detailed ORDER must be received by the SERVICE PROVIDER 120 working days at the latest before the date of the 1<sup>st</sup> day of assembling / delivery.

#### **2.2.2.2. TEMPORARY LAYOUT – GENERAL INSTALLATION; HEATING – AIR CONDITIONING; ELECTRICAL SUPPLY; LIGHTING; STAGE LIGHTING; TERRACES - STANDS; SIMULTANEOUS INTERPRETING; POS ADVERTISING; SIGNAGE AND GRAPHICS; SOUND SYSTEM; STAND; STRUCTURES / TEMPORARY LAYOUT - RECEPTION AREAS; AUDIOVISUAL ; FURNISHINGS; TAILOR MADE FURNISHINGS;**

The detailed ORDER must be received by the SERVICE SUPPLIER 30 working days at the latest before the date of the 1<sup>st</sup> day of assembling / delivery.

#### **2.2.2.3. FLOWER DECORATIONS; STEWARDS – HOSTESSES; LAYOUT AND DECORATION SYSTEMS.**

The detailed ORDER must be received by the SERVICE SUPPLIER 15 working days at the latest before the date of the 1<sup>st</sup> day of assembling / delivery / service provision.

### **2.2.3. Exception**

The longest order deadline is applied to the whole of the order when products/services obeying different systems are to be delivered for the same EVENT.

## **2.3. ORDER CANCELLATION**

### **2.3.1. Principle / Application**

Any order cancellation for any reason whatsoever made within the time limits stipulated below will entail the due payment of the cost of the order in full.

- For all the families of products/services. 30 working days before the 1st day of installation / assembling / delivery / provision of service

Except with regard to:

- FLOWER DECORATIONS

15 working days before the 1st day of installation / assembling / delivery / provision of service

- STEWARDS, HOSTESSES: see specific conditions III-5 in the Appendix.

When products/services obeying different systems are to be delivered for the same EVENT, the cancellation deadline applicable to all of the order follows the system for the family of products/services that represents the greatest financial amount.

In any case, irrespective of the cancellation date of the order, the down payments already paid and the monies due at that date will remain the property of the SERVICE SUPPLIER.

### **2.3.2. Exception:**

In the case of a product sale, any order made by the CLIENT is firm and final.

## **ARTICLE 3 – PRICE - INCREASE**

### **3.1. PRICE**

The price of products/services is set in Euros excluding taxes, by QUOTATION, or for information only, in the catalogues or price terms supplied by the SERVICE SUPPLIER.

### **3.2. PRICE INCREASE**

Irrespective of the product or service, the CLIENT accepts that the price be put up:

- By any costs related to a reduction in the assembling/dismantling times in the contract (accepted beforehand by the SERVICE SUPPLIER);
- By any additional labour costs if assembling, dismantling, delivery/collection are carried out either after the start of the event or the operation, or on a Sunday or a public holiday and/or outside working hours;

- By any additional costs borne by the SERVICE SUPPLIER if, for the products and/or services concerned, the installation site is not accessible to an articulated lorry and/or a fork-lift truck or if the information sent to it is incorrect or incomplete and/or if the assembly-dismantling area is occupied by others and/or equipment;
- And/or by any transport and labour costs if the distance between the place of loading and the place of delivery (installation / assembling / provision of service) is greater than the applicable fixed price or if the SERVICE SUPPLIER is not present as such at the EVENTS;
- By any costs related to any changes, after the order, in applicable regulations or exceptional measures taken by the authorities concerned (police department, fire service or others);

In addition, any order placed outside the deadlines specified in article 2 and before the 1<sup>st</sup> day of assembling / installation / delivery / provision of service will be increased by 15%, 20% or 30 % of the pre-tax price in force depending on the type of products involved and the effective date of the order.

Lastly, any order placed with effect from the first day of assembly will be increased by 15% of the pre-tax price in force.

### **3.3. ADMINISTRATIONS COSTS**

A fixed administration fee amounting to 15€ excluding VAT will be invoiced to the CLIENT for each order for a total sum less than 250€ excluding VAT and excluding contributions to insurance and restoration costs, confirmed by the SERVICE SUPPLIER according to the provisions of article 2 above.

## **ARTICLE 4 - DELIVERY - RETURN - DISPUTES**

The following reports will be drawn up:

- SERVICE SUPPLIER's delivery note when making the rented equipment available
  - Return slip for the equipment when returned
- AND/OR
- Acceptance report at the end of assembling the equipment
  - Return report before dismantling the equipment

On this occasion the parties will be able to express reservations concerning the aforementioned reports. For want of any reservations, delivery – acceptance / collection – return will be perfect.

However, the CLIENT may notify the malfunctioning of any products (requiring starting up) within 24 hours of delivery, when the SERVICE SUPPLIER has carried out transportation.

After return, malfunctioning of these products revealed during tests made by the SERVICE SUPPLIER within 48 hours (working days) will be payable by the CLIENT, and the ensuing costs are payable on receipt of the invoice.

Lastly, as from delivery, the CLIENT will not be able to claim "force majeure" or an act of God against the SERVICE SUPPLIER, as the SERVICE SUPPLIER is considered to have performed its contractual obligations to perfection.

## **ARTICLE 5 - SITE /COMPLYING WITH STANDARDS**

### **5.1. SITE(S)**

The CLIENT promises to guarantee the SERVICE SUPPLIER that the site(s) / venue(s) at which the rented / or sold equipment is to be installed is(are) compliant:

- with the SERVICE SUPPLIER's operating conditions, and in particular will be freely accessible to the SERVICE SUPPLIER and any third parties and/or equipment belonging to these third parties during the assembly and dismantling periods.
- with the legal and statutory conditions (of safety, lighting, etc.) in force for the planned operation.

The CLIENT guarantees the SERVICE SUPPLIER that the owner or user of the site where the EVENT is taking place has expressly given its consent for the transport and assembling of the equipment ordered.

The CLIENT also undertakes to supply the SERVICE SUPPLIER, 30 working days at the latest before the date of the 1st day of installation, with the details of any site constraints (underground/overhead network, ground resistance, etc.) and the precautions, particularities and/or prohibitions for assembling or others that are related to this.

With regard to the owner or user of the site where the EVENT is taking place, the CLIENT will deal with repairing any damage caused to the site as a result of the nature of the equipment installed by the SERVICE SUPPLIER according to good practices and (i) will cover the SERVICE SUPPLIER against any complaint and (ii) will bear the costs of repairing alone.

Change of site will result in cancellation of the order.

## **5.2. COMPLYING WITH STANDARDS**

The CLIENT shall see to it that its event is compliant with the current legislative and statutory provisions.

It will see personally to obtaining any authorisations (i) required for holding this event, and more especially, without this list being exhaustive, for the sale of alcoholic drinks, for the late opening of the event, for the unrestricted disposal of the intellectual property rights, trade names, trademarks, Performing Rights organisations etc. used within the framework of the event and (ii) relative to setting up and using the equipment ordered.

It undertakes to relieve and cover the SERVICE SUPPLIER against all the prejudicial consequences that may result from failure to observe the aforementioned provisions. And in particular, in the event of cancellation or interruption of the event resulting from a lack of appropriate authorisation, the CLIENT remains liable for full payment for the service, whatever the reason given by the competent authorities

The CLIENT alone will be responsible, both criminally and legally, for any possible consequences of a failure to have authorisation, without it being able to seek the SERVICE SUPPLIER's responsibility for whatever cause.

## **5.3. REPORTS**

The CLIENT and the SERVICE SUPPLIER agree that before making available and discharging the site(s) there will be an inventory on entry report and an inventory on exit report, or failing agreement, a bailiff will be called upon.

## **ARTICLE 6 - RESPONSIBILITY - INSURANCE - RESTORATION COSTS - DEPOSITS**

As from its being made available, its delivery or acceptance, the CLIENT will be sole guardian of the rented equipment and solely responsible for any theft, loss or damage suffered or caused by this equipment, and this will be so until it is returned.

During this period the SERVICE SUPPLIER disclaims all responsibility concerning the documents, objects, samples, equipment or others present in/under/on the equipment rented by the CLIENT.

Should it prove impossible to carry out the repair or the return of the rented equipment, the latter shall be invoiced at its replacement value.

In all cases, the CLIENT will furthermore be invoiced a fixed restoration cost covering all routine cleaning and maintenance operations enabling reuse of the equipment by the SERVICE SUPPLIER This fixed contribution, the cost of which is set in point I-1 of the specific conditions shown in the Appendix to these conditions, does not exclude the invoicing of any other expenses (for repairs and/or replacement) required for reuse of the equipment.

At the time of order, should the SERVICE SUPPLIER's responsibility be involved, on whatever grounds and for whatever cause, all damage taken into account and in particular direct and indirect damage (comprising intangible loss), this will be strictly limited to a sum equivalent at the most to the cost or to the portion of the cost of the order judicially recognized as being non-fulfilled or defaulting, and this sum cannot be higher than the limit(s) of coverage of the SERVICE SUPPLIER's insurance policy, limits that the SERVICE SUPPLIER will furnish on request.

Whatever the case may be, the SERVICE SUPPLIER shall not be held liable for any claims whatsoever, including theft, loss, damage, destruction, etc ..., related to personal belongings and items, including but not limited to: laptops, tablets, phones and generally all electronic devices, cash and securities as well as art items and collectibles, jewelry and furs, precious stones, pearls, watches, etc.

### **6.1. INSURANCE – CIVIL LIABILITY**

The CLIENT states that it is covered for professional civil liability and operating, an insurance policy that should (i) cover the responsibilities that the persons authorized by the CLIENT to use the rented products might incur, (ii) be extended to any damage caused by the rented STRUCTURES / TERRACES – STANDS themselves, and will furnish its statement of cover at the SERVICE SUPPLIER's first request.

### **6.2. INSURANCE – DAMAGE CAUSED TO THE RENTED EQUIPMENT – RESTORATION COSTS**

When the goods are transported, delivered, installed and collected by the SERVICE SUPPLIER, the order implies a contribution to the cost of the insurance and restoration costs organised by the latter, payment for which shall be attached to the order. The contribution invoiced to the CLIENT for STRUCTURES / TERRACES-STANDS only relates to restoration costs, for which the CLIENT must take out a "all-risks damage" insurance policy).

The cover applies to the CLIENT during the period the goods are made available.

Failing settlement of this contribution, the order will not be taken into account or, if it is, the CLIENT will be invoiced for the disorder, damage or missing parts at the price of repairing the goods, or their replacement value if they cannot be repaired.

Contribution to the cost of the insurance policy and restoration costs does not hamper the enforcement of paragraph 6.3 of these terms and conditions.

The insurance system per family of products/services is laid down at I-1 of the in the Specific Terms given in the Appendix.

### **6.3. DEPOSIT**

Whatever the type of event, a deposit by cheque can be required with the order. Failing this, the latter will not be taken into consideration.

This deposit will be returned to the CLIENT after payment in full of any monies due, and return of the equipment in good condition at the scheduled date.

Should the CLIENT fail to return the equipment within 48 hours of the initial deadline, or fail to make its collection possible by the SERVICE SUPPLIER, this equipment will be considered to be lost for good and the deposit will be deducted from the replacement value or repair of the equipment.

The deposit system per family of products/services is laid down in the Specific Conditions.

### **6.4. CANCELLATION INSURANCE FOR THE EVENT**

When it is the organizer of an EVENT, the CLIENT must take out cancellation insurance for the event for a value at least equivalent to the total amount, inclusive of VAT, of the order and name the SERVICE SUPPLIER as insured beneficiary. It will furnish a copy of the policy at the SERVICE SUPPLIER's first request.

## **ARTICLE 7 – VARIOUS OBLIGATIONS**

### **7.1. USE**

The CLIENT undertakes:

- To use the equipment in accordance with its usual purpose, to do nothing nor allow anything to be done that could lead to its damage or its disappearance, to give it the normal maintenance required, to keep it and to return it in good working order and clean, and to respect the SERVICE SUPPLIER's particular recommendations, specific advice for use, and appropriate warnings which it acknowledges having read notably in these TERMS and CONDITIONS, the specifications sheets, and/or the documents that were handed over to it on delivery;
- not to carry out any modification or repair, however small;
- to use it in covered places, away from water seepage, with a reservation made for the equipment naturally designed to be used outdoors and on consolidated ground;
- to allow any of the SERVICE SUPPLIER's representatives or persons authorized by the latter unrestricted access to the equipment installed and to take any necessary steps to make their mission easier;
- to return it to the SERVICE SUPPLIER free of any object.

### **7.2. FAILURE TO RETURN/DELAY IN RETURNING**

Barring specific agreements, whatever the length of rental, the CLIENT's failure to return the rented equipment within the allotted time will entail ipso jure the payment by the CLIENT of an immobilisation indemnity by way of penalty clause corresponding to the cost of rental without prejudicing any damages that might result from this. Furthermore, and without prior formal notice, the SERVICE SUPPLIER will be able to regain possession by means of a simple summary order given by the President of the Commercial Court or the High Court of Lyon.

### **7.3. OWNERSHIP**

The equipment rented by the SERVICE SUPPLIER remains its property in full.

The equipment sold by the SERVICE SUPPLIER remains its property in full until the price, in principal and interest, has been fully paid. If the CLIENT wants the purchased equipment to be transformed, or resold, or incorporated into another good it shall pay the SERVICE SUPPLIER the balance of the cost beforehand.

However, the transfer of risks takes place when the equipment is made available to the CLIENT in our workshops or when the SERVICE SUPPLIER hands it over to the carrier. Consequently, it is up to the CLIENT (purchaser) to check the state of the equipment in the carrier's presence and to carry out any recourse against it in the event of damage.

The CLIENT refrains from assigning, renting, lending, moving, pledging, or letting the equipment held be seized by one of its creditors until it is returned to the SERVICE SUPPLIER or until it has paid for it in full in the case of purchase.

The CLIENT undertakes to inform the SERVICE SUPPLIER forthwith of any incident liable to affect the ownership of the aforementioned equipment.

### **7.4. ILLUSTRATIONS/PHOTOS**

The illustrations and/or photos featured in the sales documentation (irrespective of the medium) are not binding.

## **7.5 MEASURES AGAINST ILLEGAL WORKING**

The SERVICE SUPPLIER is committed to meeting all legal obligations and regulations for which it is responsible in connection with measures against illegal working.

## **ARTICLE 8 – SPECIFIC CONDITIONS**

The applicable Specific Conditions are appended hereinafter and make up an indivisible whole with the General Terms and Conditions.

## **ARTICLE 9 – TERMS OF PAYMENT**

Unless otherwise agreed with our sales department, payment of the full amount inclusive of tax of the order, including contribution to the cost of insurance and to restoration costs as well as the deposit, shall be attached to the order and will be payable by cheque, banker's card, draft (deemed without costs and returned accepted by the CLIENT within eight working days from its being sent), promissory note or transfer. The CLIENT will not be granted any discount for early payments.

Any late payment of the amounts due by the due date, howsoever arising, by the CLIENT and for any reason whatsoever, will (following formal notification) incur late payment interest charges calculated using the rate of interest applied by the Central European Bank to its most recent main refinancing operation, increased by ten (10) percentage points without being less than three (3) times the legal interest rate in force on this date (based on the due date, the CEB rate applicable during the first half of the year concerned shall be the rate in force in the 1 January of that year and that applicable during the second half will be the rate in force on the 1 July of that year). The CLIENT will also be liable for a fixed fee for recovery costs in any commercial transactions provided for in articles L. 441-6 and D. 441-5 of the Commercial Code, as well as, on presentation of receipts, any additional compensation.

No compensation can be made without the prior written consent of the SERVICE SUPPLIER.

## **ARTICLE 10 – AVOIDANCE CLAUSE**

The SERVICE SUPPLIER's obligations will be suspended for a period of fifteen days in the event of force majeure, bad weather, unknown cause outside its control, non-compliance of the erection site/place of delivery, incomplete and/or incorrect information in the order. At the end of this period, if no change has taken place allowing the SERVICE SUPPLIER to resume obligations, the contract will be automatically cancelled, with it being clear that, in this event, all the costs set out by the SERVICE SUPPLIER will be taken care of by the CLIENT and will be payable on receipt of the invoice.

Furthermore, it is agreed that, unless otherwise agreed in writing by the SERVICE SUPPLIER, the CLIENT's failure to pay at the due date could entail suspension of the current services and termination ipso jure of the order without prejudice to any damages that might result from this and will mean (i) the event of default and immediate payability of any monies still due whatever the payment method provided for (bill accepted or not), (ii) by way of penalty clause, payability of an indemnity equivalent to 15 % of any monies owed, as well as the possible legal costs.

Lastly, the SERVICE SUPPLIER can terminate its contractual relationship with the CLIENT, after formal notice given by recorded delivery letter has been fruitless for more than 8 days, and/or immediately interrupt its PROVISION OF SERVICE should the CLIENT have failed to perform one or other of its obligations without prejudicing any other rights and recourse that might result from this.

## **ARTICLE 11 – PERSONAL DATA**

In pursuance of act no. 78 - 17 of 6th January 1978 relative to data processing, data files and individual liberties, the CLIENT has right of access to the information concerning it. At its request, this can be given to it and in case of error or modification, be corrected by the SERVICE SUPPLIER.

## **ARTICLE 12 – ELECTING DOMICILE – APPLICABLE LAW – ASSIGNMENT OF JURISDICTION**

For the performance of these terms and conditions, the CLIENT and the SERVICE SUPPLIER elect domicile in their respective registered offices.

Expressly agreed between the parties (the SERVICE SUPPLIER and the CLIENT), these terms and conditions and their consequences shall be governed exclusively by French Law, with regard to both the rules of procedure and those of content, and the parties expressly waive the application of any provisions of the VIENNA Convention dated 11<sup>th</sup> April 1980 concerning international sales contracts for goods.

It is expressly agreed that only the courts of Lyon have jurisdiction to hear any disputes relating to the interpretation and execution of this contract, as the CLIENT waives the legal expertise it could take advantage of.

Provisions to the contrary stipulated on the CLIENT's commercial documents are deemed not written.

The signature of a bill of exchange or of a promissory note does not constitute a dispensation to this clause.

## ANNEX: Specific Terms & Conditions

### I – INSURANCE – DAMAGE CAUSED TO THE RENTED EQUIPMENT -RESTORATION COSTS

#### I-1 GENERAL REMARKS

<i>Amount of service before tax in € OR Amount of rental before tax in €</i>	<i>Contribution to insurance and restoration costs as % **</i>	<i>Products affected</i>	<i>Damage covered</i>	<i>Excess</i>
<i>0 to 500</i>	<i>9.5%</i>	<i>Furnishings/Floral decorations/Temporary Stand Layout/General Installation/Signs/Advertising</i>	<i>fire, explosion, water leaks, theft (subject to an official complaint being lodged), excluding all other damage</i>	<i>In the event of a claim, the CLIENT will be required to pay an excess of 10% including tax of the amount of the order, due on receipt of the invoice.</i>
<i>501 to 1250</i>	<i>8.5%</i>			
<i>1251 to 2500</i>	<i>7.5%</i>			
<i>2501 to 10000</i>	<i>6.5%</i>			
<i>10001 to 30000</i>	<i>5.5%</i>			
<i>30001 to 50000</i>	<i>4.5%</i>			
<i>50001 to 100000</i>	<i>2.5%</i>			
<i>above</i>	<i>1.8%</i>			
		<i>Heating/Air conditioning/ Services/Electricity/ Lighting/ Staging/ Sound/ Simultaneous interpreting/Audiovisual</i>	<i>accidental breakage, fire, explosion, water leaks, excluding all other damage</i>	<i>In the event of a claim, the CLIENT will be required to pay an excess of 10% including tax of the amount of the claim with a minimum of 4,500€ and a maximum of 7,500€, due on receipt of the invoice.</i>

\*\* The share of the "Contribution to restoration costs" corresponds to the first 1.5% invoiced as a contribution to insurance and restoration costs.

#### I.2 STRUCTURES – TERRACES/STANDS

FOR STRUCTURES- TERRACES/STANDS, only the contribution to restoration costs will be invoiced.

Throughout the time the (STRUCTURES – TERRACES/STANDS) are in its keeping, the CLIENT will take out, at its expense, a "COMPREHENSIVE DAMAGE" policy covering in replacement value the SERVICE SUPPLIER with an assignment of indemnities in its favour, a policy that shall also cover the SERVICE SUPPLIER's operating losses following on from any disaster, for the period (i) in which it would be unable to use the damaged rented goods, (ii) needed to stock up again with similar equipment, a period conventionally limited to 12 months when a "long-term" rental is concerned, that is to say making equipment available for more than sixty consecutive days.

Any loss, destruction or damage to the rented equipment shall be notified in writing to the SERVICE SUPPLIER in return for an acknowledgement of receipt.

The SERVICE SUPPLIER can ask the CLIENT at any time to furnish the proof that the above obligation has been fulfilled. Failing this, the SERVICE SUPPLIER will be able to terminate the order ipso jure and without notice.



## **II – DEPOSIT**

In the absence of payment by cheque of the deposit, the order will be considered to be cancelled with all the consequences provided for in article 2 - paragraph 2.3. of the general terms and conditions. These deposits will be returned to the CLIENT, after payment in full of any monies due and the return of the equipment in good working order and clean at the date indicated.

Should the CLIENT fail to return the equipment within 48 hours of the initial deadline or fail to make its collection possible by the SERVICE SUPPLIER, this equipment will be considered to be lost for good and the deposit will be cashed.

### **II.1 FURNITURE – COMPUTER EQUIPMENT**

Whatever the type of event, a deposit by cheque will be required with the order for the rental of equipment when the rate is to be "on collection", that is to say when the SERVICE SUPPLIER will make the equipment ordered available to the CLIENT at its premises, and this deposit will be equivalent to FIVE (5) times the net rate of rental on collection, increased by the replacement value of the packaging if necessary and by VAT.

### **II.2 TEMPORARY LAYOUT/GENERAL INSTALLATION- STANDS**

Whatever the type of event, a deposit by cheque will be required with the order for the rental of equipment, and this deposit will be equivalent to the replacement value (furnished on request) increased by the replacement value of the packaging if necessary and by VAT.

### **II.3 AUDIOVISUAL AIDS - HEATING – AIR CONDITIONING; LIGHTING; STAGE LIGHTING:**

The CLIENT has to pay a deposit by cheque, the amount for which will be equivalent to the replacement value of the equipment (packaging included), increased by VAT, and it will be informed of this amount if it so requests.

## **III - CONDITIONS OF USE: PARTICULARITIES - WARNINGS - SPECIFICITIES**

### **III.1 STRUCTURES – TERRACES/STANDS**

The CLIENT shall provide the installation diagram within the deadlines prescribed, shown by (i) the layout for the STRUCTURES – TERRACES/STANDS desired, or (ii) any specific instructions helping to identify the four points corresponding to the four corners of each of the STRUCTURES – TERRACES/STANDS.

Failing this, the CLIENT will be invoiced the additional costs borne by the SERVICE SUPPLIER to draw them up.

The access and installation sites shall be levelled, suitable for motor vehicles et and accessible to delivery and assembly machinery for STRUCTURES - TERRACES/STANDS. Furthermore, access to the site during DELIVERY, ASSEMBLY and DISMANTLING operations must be secure in accordance with current safety regulations (in particular, fencing and closure of access roads) by the CLIENT and at his expense.

The CLIENT shall be present or appoint a person to show the erection area to the SERVICE SUPPLIER. This area shall be marked out or traced on the ground to enable the rented equipment to be set up.

The CLIENT must be present on the first day and at the very start of assembling and will be responsible for identifying the four points corresponding to the four corners of each TERRACE/STAND with the SERVICE SUPPLIER.

If an error in tracing has been made by the CLIENT or its authorised agent, the assembly work, once started, cannot be interrupted and the CLIENT will lose all its rights to any recourse whatsoever.

The CLIENT shall take the necessary measures with an independent aid body which will inspect and verify the installations on its behalf according to the plans and after assembling.

With regard solely to the rental of Industrial buildings – multi-form structures / Tarpaulins, any period commenced is due and the contract will be renewed by tacit agreement per equivalent period, barring the option for one or other of the parties to terminate it on each anniversary date, in return for one month's notice given by recorded delivery letter.

#### **III.1.1 STRUCTURE**

All the technical recommendations mentioned hereinafter are subject to constant updating issued following request made to our technical departments.

During the period of placing in readiness, the doors and exits must be closed in the event of high wind.

The temporary structures must be evacuated on the initiative and under the responsibility of the CLIENT for any wind with a force stronger than or equivalent to 80 km/hour.

In the event of snow, the CLIENT shall take every urgent step and in particular ensure that one or more forced-air heating appliances with shafts to evacuate flue gases are working so that the snow can be melted and thawed. This shall be done continuously, day and night (risk of collapse as from three centimetres).

In the event of partial or total collapse of our equipment for non-fulfilment or insufficiency of heating, the CLIENT will be responsible for all the damage.

Upholding the EVENT or operation under these conditions will be under the CLIENT's sole responsibility and it will assume all the consequences.

Snow: if, despite the previous measures, a 3-centimetre layer of snow persisted, the CLIENT shall order the evacuation under its responsibility.

It is expressly agreed that no nailing, application of adhesive or paint, hanging, drilling or fixing material to the temporary structures will be carried out on the rented equipment unless otherwise agreed in writing by the SERVICE SUPPLIER. If this were the case, the CLIENT would be invoiced for the repair which would be payable by cheque on receipt of the invoice and the CLIENT refrains from carrying out, having carried out or allowing the aforementioned action to be carried out.

In the event of flooding by rises in water levels, upflow of sewers, damp, water seepage and leaks, the SERVICE SUPPLIER will in no way be responsible for any damaged equipment and other damage and disorder.

The CLIENT refrains from taking, having taken, or letting any measure be taken that may hamper unrestricted access to the temporary structures (emergency exists, safety passages, firemen's access, etc.)

It is expressly held that the Gardens - Cottages, 2-slope Structures, three-dimensional Structures, Structure additions, Pavilions, 4 Seasons Village, Shelters, Pathways and Structure cladding are designed and installed taking normal meteorological conditions into account. The SERVICE SUPPLIER cannot be held responsible for any damage that might be caused to persons or equipment sheltered by these installations, when the solidity of the latter has been proven faulty as a result of a storm, torrential rain, heavy snowfalls, etc.

Guarding the installation site and the SERVICE SUPPLIER's products and/or services is the CLIENT's responsibility from the first day of assembling to the last day of dismantling.

The CLIENT is bound to obtain the necessary authorisations from SACEM to broadcast musical works by any means whatsoever (magnetic tape, video recordings, disks, radio, films, musicians, songs, etc.) and will furnish them upon the SERVICE SUPPLIER's first request.

### **III.1.2 TERRACES – STANDS**

The presence of the public on the terraces and stands is only authorised under the conditions set out in the QUOTATION, the specifications sheets and/or documents handed over on delivery, and the SERVICE SUPPLIER disclaims all responsibility, whatever the cause, in the event of failure to respect this clause by the CLIENT or any other third party.

The terraces and stands must be evacuated at any time and done so on the CLIENT's initiative alone and under its responsibility for any wind with a force stronger than or equivalent to 72 km/hour.

Upholding the EVENT will be under the CLIENT's responsibility and it will assume all the consequences.

The CLIENT refrains from (i) hanging any equipment from the terraces and stands, (ii) stocking any equipment beneath them.

The CLIENT is responsible for managing the access to the terraces and stands by any person and for any consequences that may result from this. It is also responsible for their evacuation under the same conditions.

Guarding the installation site and the SERVICE SUPPLIER's products and/or services is the CLIENT's responsibility from the first day of assembling to the last day of dismantling.

### **III.2 TEMPORARY LAYOUT/GENERAL INSTALLATION –TEMPORARY LAYOUT/RECEPTION AREAS – STAND TAILOR-MADE FURNITURE – MEANS OF SIGNALLING – POS ADVERTISING- PERMANENT LAYOUT – HEATING/AIR CONDITIONING – ELECTRICAL SUPPLY – STAGE LIGHTING – SOUND SYSTEM – SIMULTANEOUS INTERPRETING – AUDIOVISUAL AIDS:**

Guarding the installation site and the SERVICE SUPPLIER's products and/or services is the CLIENT's responsibility from the first day of assembling to the last day of dismantling.

#### **III.2.1 TEMPORARY LAYOUT/GENERAL INSTALLATION –TEMPORARY LAYOUT/RECEPTION AREAS – STAND TAILOR-MADE FURNITURE – GRAPHICS AND SIGNAGE – POS ADVERTISING – PERMANENT LAYOUT:**

The CLIENT must specify with the order if the installation will be on concrete or on a floor, and attach to the latter a detailed, dimensioned plan of its stand together with the desired installation date.

With regard to floor coverings, the surface areas will be worked out taking into account any offcuts due to standard carpet widths (two- or four- metre widths). Floor covering surfaces will be rounded up to the nearest square metre.

In connection with signs, the CLIENT must obtain from the site landlord the necessary options for ceiling attachments (if this service is requested) as well as technical details (height, slinging points, permitted load).

Wall covering surfaces will be rounded up to the nearest square metre.

Guarding the installation site and the SERVICE SUPPLIER's products and/or services is the CLIENT's responsibility from the first day of assembling to the last day of dismantling.

### **III.2.2 HEATING/AIR CONDITIONING – ELECTRICAL SUPPLY – STAGE LIGHTING – SOUND SYSTEM – SIMULTANEOUS INTERPRETING**

It is the CLIENT's responsibility to provide the source of electricity and the water supply, except in special cases. The CLIENT undertakes to ensure that the SERVICE SUPPLIER has optimal access to this source. The SERVICE SUPPLIER will invoice it for any specific arrangements necessary for access to the services (in particular cabling, etc.)

The CLIENT refrains from opening any electrical cabinets and any electric connections unless expressly agreed to the contrary in writing by the SERVICE SUPPLIER beforehand. The SERVICE SUPPLIER accepts no responsibility, whatever the cause, if this provision is not respected.

In order to avoid theft, the CLIENT must lock up the equipment made available every evening.

Additional electric connections (i.e. non-standard) will be invoiced extra.

### **III.2.3 AUDIOVISUAL AIDS**

If it so desires, before collection from our premises, the CLIENT should test the equipment handed over in perfect working order in a test room placed at its disposal free of charge, as no complaint is admissible after the equipment has been collected.

The CLIENT is responsible with respect to third parties for use of the equipment and in particular for use of high frequency transmitters, audio and video equipment, walkie-talkies, radios, telephones, etc., without any recourse whatsoever against the SERVICE SUPPLIER.

Shock and tilt indicators are placed on the packaging of certain products (plasma monitors in particular) and their statuses will define the quality with which the CLIENT has transported and/or made use of the rented equipment.

The CLIENT will be invoiced for the light fittings returned out of action at 100 % of their replacement value. The same will apply for any cable and accessory that is not returned and any other equipment.

In order to avoid theft, the CLIENT must lock up the equipment made available every evening.

Additional electric connections (i.e. non-standard) will be invoiced extra.

### **III.3 FLOWER DECORATIONS**

The SERVICE SUPPLIER is responsible for their upkeep.

The CLIENT undertakes to see to it that the indoor plants rented are in an ambient environment of between 15 and 20 degrees Celsius from September to March.

### **III.4 – PERMANENT LAYOUT, FLOWER DECORATIONS, TAILOR-MADE FURNITURE, POS ADVERTISING, STAND, LAYOUT AND DECORATION SYSTEMS, STRUCTURES**

In the event of sale, manufacture of the products is only started after the CLIENT has expressly accepted the SERVICE SUPPLIER's plans within the required time limits.

Despatch dates are given for information only and do not include transport times. No equipment delivered will be taken back.

Packaging of the equipment is imposed and the CLIENT will be invoiced for its unpackaging.

Packaging is free, unless the CLIENT requests specific packaging.

### **III.5 STEWARDS/HOSTESSES**

The CLIENT must point out to the SERVICE SUPPLIER beforehand the specific characteristics related to the mission given, and especially if it takes place outside or not. If it does, it will be invoiced extra for the appropriate equipment supplied.

Furthermore the CLIENT is expressly forbidden to solicit an employee of the SERVICE SUPPLIER directly or indirectly into his employ for a similar task to that carried out on his behalf, or any employee and/or applicant of the SERVICE SUPPLIER who may be introduced to him by the SERVICE SUPPLIER.

The CLIENT must have taken all measures necessary to ensure compliance with this non-poaching clause by the beneficiary (-ies) of the services or those on behalf of whom these services are carried out.

As of need, the SERVICE SUPPLIER declines to accept any responsibility for a loss, if the cloakroom is not located in a completely closed and covered area, locked and accessible only to his employees for the entire duration of the service.

The CLIENT will ensure that Vehicle(s) that may be made available to employees of the SERVICE SUPPLIER are well maintained and correctly insured in accordance with legal obligations relating to mandatory insurance connected with using vehicles on the public highways.

It is expressly agreed that employees of the SERVICE SUPPLIER may never be considered as keepers of the vehicle entrusted to them.

In the event of cancellation of the order by the CLIENT, the CLIENT will pay the SERVICE SUPPLIER a fixed sum equivalent to 30% of the total amount of the order including tax where cancellation is D-8\* working days, 50% if D-4, 80% if D-2 and 100% for cancellation on the day D of the event (\* D being the 1st day of the service), payable on receipt of the invoice.

## **IV - WARRANTY**

### **IV.1 PERMANENT LAYOUT – LAYOUT AND DECORATION SYSTEMS – STRUCTURES (Industrial buildings/Tarpaulins) – STAND – POS ADVERTISING**

In the event of sale, the SERVICE SUPPLIER will replace free of charge (excluding labour/assembly dismantling/accommodation/trans-*port* costs) the parts acknowledged as being faulty by its technical departments (as a result of a latent defect related to faulty material, manufacture or design) with the exception of any other compensation, as from its delivery and for the duration stipulated in its documentation.

## **V - ONLINE ORDERS AND ONLINE ENQUIRY FOR TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE [WWW.GL-EVENTS-STANDS.COM](http://WWW.GL-EVENTS-STANDS.COM)**

These provisions determine the terms and conditions pursuant to which the SERVICE SUPPLIER offers on its WEBSITES, to professionals only, a service of (i) online quotation (ii) online sale of TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES.

### **V.1 - Scope**

The objective of these General Terms and Conditions of Use is to define the terms and conditions in which CLIENTS use the WEBSITES and their functions, and in particular to define the terms of use for services accessible on the WEBSITES.

These provisions prevail over the General Terms and Conditions of Sale and the Specific Conditions I to IV.

By ordering TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES on the WEBSITES and by checking the box "*I accept the GENERAL TERMS AND CONDITIONS OF SALE*", the CLIENT acknowledges that he has read THESE TERMS & CONDITIONS and has agreed to them without reservation.

The SERVICE SUPPLIER reserves the right to modify THESE TERMS & CONDITIONS at any time, without prior notice; they will then be applicable as soon as they are placed online for every new order.

### **V.2 – Description of products and services which can be accessed on the WEBSITES**

The WEBSITES offer access to

- (i) An online quotation enquiry for the sale of TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES. No contract is therefore entered into between the CLIENT and the SERVICE PROVIDER,

- (ii) An online order of TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES with an online secured payment.

### **V.3 – Terms of enquiry and management quotations**

#### V.3.1 Quotation enquiry

V.3.1.1 All CLIENTS legally able to enter into contracts under French law have access to the WEBSITES quotation enquiry service.

V.3.1.2 In order to request a quotation on the WEBSITES, the CLIENT shall view the different products and services available on the WEBSITES and add them to their shopping basket, which is then validated.

When requesting a quotation for the first time, the CLIENT shall go on to create an account. They shall receive an e-mail confirming the creation of an account which will enable them to log on to their account when requesting future quotations.

V.3.1.3 The CLIENT shall then log on to their account and may change the content of their request.

V.3.1.4 The CLIENT finalizes then confirms their shopping basket and sends their quotation request.

V.3.1.5 A quotation request e-mail confirmation is sent to the e-mail address provided when the account was created.

#### V.3.2 Quotation enquiry management

V.3.2.1 The CLIENT may view the history of their quotation enquiries and track the progress of their enquiries at any time by logging on to their account.

They may also access their final quotation enquiry and print it in PDF format.

### **V.4 - Ordering procedure**

V.4.1 The online TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES order service on the WEBSITES is accessible to any CLIENT, having legal capacity to enter into contracts, within the meaning of French law.

V.4.2 In order to be able to place an order on the WEBSITES, the CLIENT must be identified by email address and password. For any first order, the CLIENT must follow the procedure for creating an account, as indicated on the WEBSITE.

V.4.3. Notwithstanding the provisions of articles 2.2.1 and 2.2.2.2 of THESE TERMS & CONDITIONS, and except otherwise agreed by the SERVICE SUPPLIER, the CLIENT's order shall only be accepted if placed before the deadline as indicated on the WEBSITES as the case may be.

V.4.4 Notwithstanding the provisions of article 2.3.1 of the General Terms and Conditions, in case of cancellation of any order for any reason whatsoever, made less than two (2) working days before the date of the first day of delivery/installation at the delivery place indicated by the CLIENT in the ORDER, the whole order price shall remain the SERVICE SUPPLIER's property.

In case of cancellation of an EXHIBITION, the SERVICE SUPPLIER shall reimburse to the CLIENT the total price of the ORDER.

### **V.5 - TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES**

#### V.5.1 Offer

The TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES colors, photographic and digital presentations presented on the WEBSITES are not binding. The CLIENT represents that he is ordering TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES with full knowledge of that fact. The SERVICE SUPPLIER may modify the offer of TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES proposed on the WEBSITE, or put an end to such offer, without prior notice, subject to completion of transactions that have already been concluded.

#### V.5.2 TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES availability

The TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES offer is proposed by the SERVICE SUPPLIER within the limit of available inventory.

If one or more pieces of TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES should become temporarily or permanently unavailable, the SERVICE SUPPLIER shall make best efforts to update its WEBSITES. In no event shall the SERVICE SUPPLIER be liable for the lack of availability of one or more pieces of TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES.

## **V.6 - Conclusion of the electronic contract**

### V.6.1 Quotation

The contract may only be formally concluded between the SERVICE PROVIDER and the CLIENT following the SERVICE PROVIDER's express and written acceptance of the CLIENT's acceptance of the quotation.

Therefore, by sending the online quotation, the SERVICE PROVIDER does not enter into any contractual agreement with the CLIENT.

### V.6.2 Order

Acceptance and confirmation of the order are carried out by entry of data on successive web screens. This data appears on a summary screen, which permits the CLIENT to check the content as well as the amount of his order, and to correct any mistake, before confirming it.

Any sale shall be deemed to have been legally concluded and it shall be deemed that the contract has been entered into force as between the CLIENT and the SERVICE SUPPLIER as soon as the CLIENT has accepted THESE TERMS & CONDITIONS and the summary of its order has been confirmed by the SERVICE SUPPLIER.

The CLIENT shall receive, after placing the order, a confirmation of its purchase by email to the address provided on the electronic order form filled out on the WEBSITES, including the main characteristics of the pieces of TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES ordered, the name of the concerned EXHIBITION, the price including tax, the delivery and return conditions (date and place), and the address to where the CLIENT may send claims.

V.6.3 The CLIENT may view the history track the progress of their orders at any time by logging on to their account.

They may also access their order and print it in PDF format.

## **V.7 – Delivery**

Unless otherwise indicated at the time of the order, the TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES shall be delivered at the place indicated by the CLIENT at the time of the order, installed on stand and laid out where required (provided that the CLIENT forwards a layout plan at the time of the order the day before the opening date of the EXHIBITION at the latest).

The SERVICE SUPPLIER shall not be liable and shall not pay compensation in the event of a late delivery due to incomplete or incorrect information provided by the CLIENT.

## **V.8 – Price and payment terms**

### V.8.1 Prices

The TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES sale prices indicated on the WEBSITES are stated in Euros, excluding taxes. The prices and taxes applied shall be those in force at the time of the confirmation of the order by the SERVICE SUPPLIER.

The TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES sale prices include the costs of delivery on the place of the EXHIBITION, installation, layout (where required) and return. They do not include the insurance/contribution to restoration costs as referred to in article 6 of the General Terms and Conditions which shall be invoiced in addition.

All orders, whatever the domicile of the CLIENT, are payable exclusively in Euros.

Prices are set by the SERVICE SUPPLIER and may therefore be modified at any time, without, however, affecting orders that have already been placed.

### V.8.2 Terms and methods of payment

Payments for TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES orders are carried out online on the WEBSITES, by bank card (Mastercard, "Carte bleue" Visa, Maestro, CB or ecard), check or bank transfer (costs to be borne by the CLIENT); acceptance of the order by the SERVICE SUPPLIER is subject to complete payment by the CLIENT.

In the event that the bank account information transmitted is invalid and/or in the event of fraud or attempted fraud in relation to use of the WEBSITES, the SERVICE SUPPLIER may cancel the order. In the event of incomplete payment or non-payment, the order shall be cancelled, without prejudice to any damages that may be claimed by the SERVICE SUPPLIER.

### V.8.3 Administration costs

Notwithstanding the provisions of article 3.3 of the General Terms and Conditions, no administration costs shall be charged to the CLIENT, whatever the total amount (excluding taxes) of the TAILOR-MADE FURNITURES – POS ADVERTISING – SIGNAGE AND GRAPHICS – STANDS – STRUCTURES order.

## **V.9 - Access to and availability of the Websites**

V.9.1 The CLIENT is personally responsible for putting in place the hardware and means of telecommunication permitting access to the WEBSITES. He is responsible for any telecommunication costs for internet access and use of the WEBSITES.

V.9.2 The CLIENT represents that he accepts the characteristics and limits of the internet and acknowledges, in particular:

- that he is aware that the WEBSITES performances depend largely on the characteristics of the CLIENT's workstation, modem and the type of connection chosen;
- that he is aware of the nature of the internet network and in particular of its technical performances and the response time for consulting, requesting or transferring information or content;
- that it is his responsibility to take all appropriate measures in order to protect the his own data and/or equipment from contamination by any computer virus or attempts at intrusion that could affect the proper functioning of or damage computer equipment.

V.9.3 The SERVICE SUPPLIER undertakes to use its best efforts to maintain accessibility of the online rental service. The SERVICE SUPPLIER is bound, however, only by an "obligation de moyens" [best efforts obligation], and cannot guarantee continuous and uninterrupted service.

V.9.4 The SERVICE SUPPLIER reserves the right to modify or interrupt, temporarily or permanently, the WEBSITES accessibility, in particular for maintenance purposes, updates or improvements, or to make changes to its content or presentation, without any prior notice or compensation whatsoever, although, to the extent possible, the SERVICE SUPPLIER shall inform CLIENTS prior to performing such action.

V.9.5 The SERVICE SUPPLIER shall not be liable in any manner either for technical problems or difficulties due to maintenance or to a break-down of its network, or to communication problems on the part of the CLIENT's internet service provider.

## **V.10 - Personal Data**

When they create their account, the CLIENT undertakes to communicate only correct and complete information. If the information communicated turns out to be false, incorrect or incomplete, the SERVICE PROVIDER reserves the right to cancel the order placed by the CLIENT, without the CLIENT having any right to compensation of any kind. In addition, the SERVICE PROVIDER shall in no event incur liability for the failure to perform or incorrect performance of the contract resulting from the communication by the CLIENT of false, incorrect or incomplete information.

The CLIENT undertakes to inform the SERVICE PROVIDER of any changes relating to such information.

In accordance with the provisions of the Law of 6 January 1978 on computers, data and liberties, the CLIENT has a right of access, correction and opposition to transfer of information transmitted to the SERVICE SUPPLIER, which the CLIENT may exercise directly by sending an email to the following address: [web.stands@gl-events.com](mailto:web.stands@gl-events.com).

## **V.11 - Intellectual Property**

The intellectual property rights attached to all items on the WEBSITES, and in particular text, comments, HTML pages, images and photos reproduced on the WEBSITES, are owned by the SERVICE SUPPLIER. Any full or partial reproduction of any of these elements without the prior written authorisation of the SERVICE SUPPLIER is strictly prohibited. The CLIENT shall expressly indemnify and hold harmless the SERVICE SUPPLIER for all consequences (including financial consequences) of any action and notably legal action that may be taken against the latter because of non-respect of such prohibition.

Information and data of all kinds contained on the WEBSITES remain the property of the SERVICE SUPPLIER. The FURNITURE rental protected by intellectual property rights does not cause, unless otherwise stated, any transfer of such rights in favour of the CLIENT.

## **V.12 - Safekeeping**

The automatic registration systems of the SERVICE SUPPLIER are deemed to be proof of the electronic contract and its date, which the CLIENT expressly agrees with.

### **V.13 – CLIENT’S SERVICE**

The SERVICE SUPPLIER CLIENT’s service is accessible by:

- Email:                    web.stands@gl-events.com
- Post:            GL events Services – ISF Exposition  
                  Parc d’activités de la forêt – 10 rue des Fontenelles – 44140 Le Bignon - France
- Phone:        +33 (0)2 40 80 12 10 or +33(0)2 40 80 12 12

The SERVICE SUPPLIER shall respond to calls, letters and emails in English and in French.